

VISITING SCHOLAR AGREEMENT

_____, located at _____ (“**INSTITUTION**”), on behalf of its employee _____ (“**PARTICIPANT**”), and the University of North Texas, located at 1155 Union Circle #305250, Denton, Texas 76203-5017 (“**UNT**”) enter into this Visiting Scholar Agreement (“**Agreement**”) as of _____.

1. UNT shall appoint PARTICIPANT as a visiting scholar, in the Department of _____ under the direction of _____ (“**Principal Investigator**”) for the purpose of providing training and related intellectual development and education. The appointment shall commence on _____, and will last through _____ (“**TERM**”), provided PARTICIPANT’s performance meets the expectations of and standards set by Principal Investigator and that PARTICIPANT complies with UNT policies and procedures.
2. INSTITUTION shall be responsible for all costs and expenses incurred by PARTICIPANT under this Agreement, including, but not limited to, wages, fringe benefits, medical expenses, travel and living expenses. Any taxes on PARTICIPANT's stipend or INSTITUTION benefits due the State of Texas or the Government of the United States shall be the direct responsibility of PARTICIPANT and INSTITUTION. INSTITUTION and PARTICIPANT will arrange and obtain the necessary US visa to work in the United States. UNT will reasonably assist as called upon in this regard.
3. PARTICIPANT will be subject to and required to observe all rules, regulations, and requirements of UNT, including but not limited to safety, health, hours of work, and conduct. Leave, time off, and vacations of PARTICIPANT shall be taken in accordance with the policy of INSTITUTION; however, it is expected that such leave, etc. will be integrated with the requirements of UNT.
4. PARTICIPANT will continue to be the assignee and employee of INSTITUTION at all times. UNT will exercise administrative control and technical supervision over PARTICIPANT's occupational activities during the TERM.
5. **USE IF APPLICABLE:** INSTITUTION has generously agreed to provide UNT an unrestricted gift to cover laboratory expenses associated with the research and training activities conducted under this Agreement [OR] INSTITUTION agrees to pay UNT an amount equal to \$ _____ for its projected expenditures and reasonable overhead in conducting the research and training activities under this Agreement. INSTITUTION will pay UNT within 30 days of execution of this Agreement. All checks shall be made payable to “University of North Texas” and sent to:

Grants and Contracts Administration
University of North Texas
1155 Union Circle #305250
Denton, Texas 76203-5017

6. In the course of working with Principal Investigator, PARTICIPANT may acquire information that is the intellectual property of UNT (“**Information**”). Information may consist of unpublished results, know-how, non-patentable information, patentable or other written or orally transmitted information. PARTICIPANT and INSTITUTION agree that no Information acquired by PARTICIPANT will be transmitted by PARTICIPANT in any form (including by electronic means) either to INSTITUTION or to any third party. PARTICIPANT will, however, report to INSTITUTION exclusively on personally obtained results and will report on such results only when their disclosure does not lead to acquisition of any unpublished results or Information by INSTITUTION or any third party. All reports prepared by PARTICIPANT containing information obtained during the TERM will be in English or

accompanied by an English translation and must be approved by the Principal Investigator for transmittal to INSTITUTION or any third party. No other information will be transmitted or disclosed by PARTICIPANT without Principal Investigator's written approval.

7. In the event that discoveries result from PARTICIPANT's efforts at UNT, such discoveries and any resulting know-how, patent application or patent will be the property of UNT. Furthermore, UNT will be the owner of all intellectual property generated by PARTICIPANT during the TERM, including but not limited to, know-how, patents, original data, computer programs and records of work. Although owned by UNT, UNT agrees to make copies of information generated by PARTICIPANT available to INSTITUTION on a confidential basis through PARTICIPANT, to the extent permitted by law or preexisting contractual commitments to third parties and subject to UNT Intellectual Property Policy and Guidelines. The timing, extent and content of all publications regarding the results of the activities under this Agreement shall be at the discretion of UNT and Principal Investigator.
8. INSTITUTION agrees that the name of UNT, their Regents, officers, agents and employees will not be used in any INSTITUTION literature or for purposes of advertising or endorsing any INSTITUTION products or services.
9. INSTITUTION and PARTICIPANT agree to hold UNT, their Regents, officers, agents and employees, harmless from any loss, claim, damage, or liability of any kind involving INSTITUTION, PARTICIPANT or an agent or employee of INSTITUTION arising out of or in connection with this Agreement, except to the extent that it is directly due to the negligent acts or omissions of any of the Regents, officers, employees or agents of UNT.
10. This Agreement shall be governed by the laws of the State of Texas.
11. INSTITUTION and PARTICIPANT shall comply with United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and all other export-controlled commodities. Neither INSTITUTION nor PARTICIPANT shall, directly or indirectly, re-export any controlled commodities, which are subject to this Agreement, unless the required authorization and/or license is obtained from the proper government agency(ies) prior to export.
12. This Agreement may be executed in counterparts, each of which shall be deemed original, and in aggregate shall constitute one and the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

UNT

INSTITUTION

Michael Rondelli
Associate Vice President
Research Commercial Agreements

Name:
Title:

Date _____

Date _____

Read and Understood

By _____
PARTICIPANT

Date _____